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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 LINDA VACCHINO,
14 Plaintiff,
15 v.

16 SYNGENTA AG; SYNGENTA CROP
PROTECTION, LLC; CHEVRON U.S.A.,
17 INC.; and DOES 1 through 60 inclusive,
18 Defendants.

Civil Action No.:

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

19
20 Plaintiff LINDA VACCHINO, by and through counsel alleges upon information and belief
21 and complains of Defendants Syngenta AG (“SAG”) and Syngenta Crop Protection, LLC
22 (“SCPLLC”) (together with their predecessors-in-interest, referred to collectively as the “Syngenta
23 Defendants”); Chevron U.S.A., Inc. (together with its predecessors-in-interest, referred to
24 collectively as the “Chevron Defendants”); and Does One through Sixty, states:

25 **STATEMENT OF THE CASE**

26 1. Plaintiff LINDA VACCHINO suffers from Parkinson’s disease caused by her
27 exposure to the herbicide Paraquat.

28 2. Plaintiff LINDA VACCHINO is a Florida resident.

1 County, California.

2 9. This Court has personal jurisdiction over each of the Defendants in this diversity case
3 because a state court of California would have such jurisdiction, in that:

4 a. Over a period of two (Chevron Defendants) to six (Syngenta Defendants)
5 decades, each Defendant and/or its predecessor(s), together with those with whom they were
6 acting in concert, manufactured Paraquat for use as an active ingredient in Paraquat products,
7 distributed Paraquat to formulators of Paraquat products, formulated Paraquat products,
8 marketed Paraquat products to the California agricultural community, and/or distributed
9 Paraquat products, intending that such products would be regularly, and knowing they
10 regularly were, sold and used in the State of California;

11 b. Plaintiff's claims against each Defendant arise out of these contacts between
12 the Defendant and/or its predecessor(s), together with those with whom they were acting in
13 concert, with the State of California; and

14 c. These contacts between each Defendant and/or its predecessors, together with
15 those with whom they were acting in concert, and the State of California, were so regular,
16 frequent, and sustained as to provide fair warning that it might be hauled into court there,
17 such that requiring it to defend this action in the State of California does not offend
18 traditional notions of fair play and substantial justice.

19 INTRADISTRICT ASSIGNMENT

20 10. This action arises from the actions of Defendants – and, in particular, the actions of
21 Defendant Chevron U.S.A., Inc. Defendant Chevron U.S.A., Inc. is a Pennsylvania corporation with
22 its principal place of business in San Ramon in Contra Costa County, California. Pursuant to Local
23 Rule 3-2(c), this claim may be assigned to either the San Francisco Division or the Oakland Division.

24 PARTIES

25 11. The true names or capacities whether individual, corporate, governmental or
26 associate, of the defendants named herein as Doe are unknown to Plaintiff who therefore sues said
27 defendants by such fictitious names. Plaintiff prays for leave to amend this Complaint to show their
28 true names and capacities and/or bases for liability when the same have been finally determined.

1 12. Plaintiff is informed and believes, and upon such information and belief alleges, that
2 each of the defendants designated herein as Doe is strictly, negligently, or otherwise legally
3 responsible in some manner for the events and happenings herein referred to, and negligently or
4 otherwise caused injury and damages proximately to Plaintiff as is hereinafter alleged.

5 13. At all times herein mentioned, each and every one of the Defendants was the agent,
6 servant, employee, joint venturer, alter ego, successor-in-interest, and predecessor-in-interest of
7 each of the other, and each was acting within the course and scope of their agency, service, joint
8 venture, alter ego relationship, employment, and corporate interrelationship.

9 14. U.K. manufacturer Imperial Chemical Industries Ltd. a/k/a Imperial Chemical
10 Industries PLC (“ICI”) first introduced Paraquat to world markets in or about 1962 under the brand
11 name GRAMOXONE®.

12 15. In or about 1971, ICI created or acquired a wholly-owned U.S. subsidiary organized
13 under the laws of the State of Delaware, which was ultimately known as ICI Americas Inc. (“ICI
14 Americas”).

15 16. Chevron Chemical Company was a corporation organized under the laws of the
16 State of Delaware.

17 17. Pursuant to distribution and licensing agreements with ICI and ICI Americas, Chevron
18 Chemical Company had exclusive rights to distribute and sell Paraquat in the United States and did in
19 fact manufacture, formulate, distribute, and sell Paraquat in the United States, including in California
20 for use in California, from approximately 1964 until approximately 1986.

21 18. Chevron U.S.A., Inc. is the successor-in-interest to Chevron Chemical Company.

22 19. At all relevant times, Chevron Chemical Company acted as the agent of Chevron
23 U.S.A., Inc. in selling and distributing Paraquat in the U.S. At all relevant times, Chevron Chemical
24 Company was acting within the scope of its agency in selling and distributing Paraquat. Chevron
25 U.S.A., Inc. is liable for the acts of its agent.

26 20. From approximately 1964 through approximately 1986, pursuant to distribution and
27 licensing agreements with Chevron Chemical Company, SAG’s and/or SCPLLC’s predecessors-in-
28 interest, ICI and ICI Americas, and Does One through Sixty manufactured some or all of the

1 Paraquat that Chevron Chemical Company distributed and sold in the United States, including in
2 California for use in California.

3 21. From approximately 1964 through approximately 1986, pursuant to distribution and
4 licensing agreements between and among them, ICI, ICI Americas, Chevron Chemical Company,
5 and Does One through Sixty acted in concert to register, manufacture, formulate, and distribute and
6 sell (through Chevron Chemical Company) Paraquat for use in the U.S., including in California for
7 use in California, and their respective successors-in-interest, SAG, SCPLLC, and Chevron U.S.A.,
8 Inc., are jointly liable for the resulting injuries alleged herein.

9 22. After 1986, SCPLLC, Does One through Sixty, and/or their predecessors-in-interest
10 sold and distributed and continue to sell and distribute Paraquat in the United States, including in
11 California for use in California.

12 23. As a result of mergers and corporate restructuring, SAG is the successor-in-interest
13 to ICI.

14 24. As a result of mergers and corporate restructuring, SCPLLC is the successor-in-
15 interest to ICI Americas, Inc.

16 25. Thus, from approximately 1964 through the present, the Syngenta Defendants, Does
17 One through Sixty, or their predecessors-in-interest have manufactured, formulated, distributed, and
18 sold Paraquat for use in the U.S., including in California for use in California.

19 **PLAINTIFF'S EXPOSURE TO PARAQUAT**

20 26. At all relevant times, Plaintiff LINDA VACCHINO was an agricultural laborer
21 and/or farmer who was exposed to Paraquat from approximately 1992 to approximately 1997 in
22 Florida: (1) when it was mixed, loaded, applied, and/or cleaned; (2) as a result of spray drift (the
23 movement of herbicide spray droplets from the target area to an area where herbicide application
24 was not intended, typically by wind); and/or (3) as a result of contact with sprayed plants.

25 27. At all relevant times, it was reasonably foreseeable that when Paraquat was used in
26 the intended or a reasonably foreseeable manner, users of Paraquat and persons nearby would be
27 exposed to it.

28 28. At all relevant times, it was reasonably foreseeable that Paraquat could enter the

1 human body: (1) through absorption or penetration of the skin, mucous membranes, and other
 2 epithelial tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting
 3 airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage were present); (2)
 4 through the olfactory bulb; (3) through respiration into the lungs; and (4) through ingestion into the
 5 digestive tract of small droplets swallowed after entering the mouth, nose, or conducting airways.

6 **PARAQUAT CAUSES PARKINSON'S DISEASE**

7 29. At all relevant times, it was reasonably foreseeable that Paraquat that entered a
 8 human body could ultimately enter the brain.

9 30. At all relevant times, it was reasonably foreseeable that Paraquat that entered a
 10 human body could induce the misfolding of the alpha synuclein protein.

11 31. Parkinson's disease is a progressive neurodegenerative disorder of the brain that
 12 affects primarily the motor system—the part of the central nervous system that controls movement.

13 32. The characteristic symptoms of Parkinson's disease are its “primary” motor
 14 symptoms: resting tremor (shaking movement when the muscles are relaxed), bradykinesia
 15 (slowness in voluntary movement and reflexes), rigidity (stiffness and resistance to passive
 16 movement), and postural instability (impaired balance).

17 33. Parkinson's disease's primary motor symptoms often result in “secondary” motor
 18 symptoms such as freezing of gait; shrinking handwriting; mask-like expression; slurred,
 19 monotonous, quiet voice; stooped posture; muscle spasms; impaired coordination; difficulty
 20 swallowing; and excess saliva and drooling caused by reduced swallowing movements.

21 34. Non-motor symptoms—such as loss of or altered sense of smell; constipation; low
 22 blood pressure on rising to stand; sleep disturbances; and depression—are present in most cases of
 23 Parkinson's disease, often for years before any of the primary motor symptoms appear.

24 35. There is currently no cure for Parkinson's disease; no treatment will stop or reverse
 25 its progression; and the treatments most commonly prescribed for its motor symptoms tend to
 26 become progressively less effective, and tend to increasingly cause unwelcome side effects the
 27 longer they are used.

28 36. One of the primary pathophysiological hallmarks of Parkinson's disease is the

1 selective degeneration and death of dopaminergic neurons (dopamine-producing nerve cells) in a
2 part of the brain called the substantia nigra pars compacta (“SNpc”).

3 37. Dopamine is a neurotransmitter (a chemical messenger that transmits signals from
4 one neuron to another neuron, muscle cell, or gland cell) that is critical to the brain’s control of
5 motor function (among other things).

6 38. The death of dopaminergic neurons in the SNpc decreases the production of
7 dopamine. Once dopaminergic neurons die, they are not replaced; when enough dopaminergic
8 neurons have died, dopamine production falls below the level the brain requires for proper control
9 of motor function, resulting in the motor symptoms of Parkinson’s disease.

10 39. The presence of Lewy bodies (insoluble aggregates of a protein called alpha-
11 synuclein) in many of the remaining dopaminergic neurons in the SNpc is another of the primary
12 pathophysiological hallmarks of Parkinson’s disease.

13 40. Dopaminergic neurons are particularly susceptible to oxidative stress, a disturbance
14 in the normal balance between oxidants present in cells and cells’ antioxidant defenses.

15 41. Scientists who study Parkinson’s disease generally agree that oxidative stress is a
16 major factor in—if not the precipitating cause of—the degeneration and death of dopaminergic
17 neurons in the SNpc and the accumulation of Lewy bodies in the remaining dopaminergic neurons
18 that are the primary pathophysiological hallmarks of the disease.

19 42. Paraquat is highly toxic to both plants and animals, creating oxidative stress that
20 causes or contributes to cause the degeneration and death of plant or animal cells.

21 43. Paraquat creates oxidative stress in the cells of plants and animals because of “redox
22 properties” that are inherent in its chemical composition and structure: it is a strong oxidant, and it
23 readily undergoes “redox cycling” in the presence of molecular oxygen, which is plentiful in living
24 cells.

25 44. The redox cycling of Paraquat in living cells interferes with cellular functions that
26 are necessary to sustain life— with photosynthesis in plant cells, and with cellular respiration in
27 animal cells. The redox cycling of Paraquat in living cells creates a “reactive oxygen species” known
28 as superoxide radical, an extremely reactive molecule that can initiate a cascading series of chemical

1 reactions that creates other reactive oxygen species that damage lipids, proteins, and nucleic acids,
2 molecules that are essential components of the structures and functions of living cells. Because the
3 redox cycling of Paraquat can repeat indefinitely in the conditions typically present in living cells,
4 a single molecule of Paraquat can trigger the production of countless molecules of destructive
5 superoxide radical.

6 45. Paraquat's redox properties have been known to science since at least the 1930s.

7 46. It has been scientifically known since the 1960s that Paraquat (due to its redox
8 properties) is toxic to the cells of plants and animals. The same redox properties that make Paraquat
9 toxic to plant cells and other types of animal cells make it toxic to dopaminergic neurons in
10 humans— that is, Paraquat is a strong oxidant that interferes with the function of, damages, and
11 ultimately kills dopaminergic neurons in the human brain by creating oxidative stress through
12 redox cycling.

13 47. Paraquat is one of only a handful of toxins that scientists use to produce animal
14 models of Parkinson's disease, i.e., use in a laboratory to artificially produce the symptoms of
15 Parkinson's disease in animals.

16 48. Animal studies involving various routes of exposure have found that Paraquat creates
17 oxidative stress that results in the degeneration and death of dopaminergic neurons in the SNpc,
18 other pathophysiology consistent with that seen in human Parkinson's disease, and motor deficits
19 and behavioral changes consistent with those commonly seen in human Parkinson's disease.

20 49. Hundreds of in vitro studies (experiments in a test tube, culture dish, or other
21 controlled experimental environment) have found that Paraquat creates oxidative stress that results
22 in the degeneration and death of dopaminergic neurons (and many other types of animal cells).

23 50. Epidemiological studies have found that exposure to Paraquat significantly increases
24 the risk of contracting Parkinson's disease. A number of studies have found that the risk of
25 Parkinson's disease is more than double in populations with occupational exposure to Paraquat
26 compared to populations without such exposure.

27 51. These convergent lines of evidence (toxicology, animal experiments, and
28 epidemiology) demonstrate that Paraquat exposure generally can cause Parkinson's disease.

PARAQUAT REGULATION

52. The Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136 et seq., which regulates the distribution, sale, and use of pesticides within the U.S., requires that pesticides be registered with the U.S. Environmental Protection Agency (“EPA”) prior to their distribution, sale, or use, except as described by FIFRA. 7 U.S.C. 136a(a).

53. The California Food & Agric. Code § D. 7, Ch. 2, which regulates the labeling, distribution, use, and application of pesticides within the State of California, requires that pesticides be registered with the California Department of Pesticide Regulation (“CDPR”) before they are offered for sale in the State of California. Cal. Food & Agric. Code § 12811.

54. Paraquat is a “restricted use pesticide” under federal law, *see* 40 C.F.R. § 152.175, which means it is “limited to use by or under the direct supervision of a certified applicator,” and is a “restricted material” under California law, *see* Cal. Code Regs. tit. 3, § 6400(e), which means it cannot be sold, used, or possessed by any person in California without the proper licensing and permitting.

55. As part of the pesticide registration process, the EPA requires, among other things, a variety of tests to evaluate the potential for exposure to pesticides, toxicity to people and other potential non-target organisms, and other adverse effects on the environment.

56. As a general rule, FIFRA requires registrants, the chemical companies registered to sell the pesticides, to perform health and safety testing of pesticides. However, FIFRA does not require the EPA itself to perform health and safety testing of pesticides, and the EPA generally does not perform such testing.

57. The EPA registers (or re-registers) a pesticide if it is persuaded, based largely on studies and data submitted by the registrant, that: (1) its composition is such as to warrant the proposed claims for it, 7 U.S.C. § 136a(c)(5)(A); (2) its labeling and other material required to be submitted comply with the requirements of FIFRA, 7 U.S.C. § 136a(c)(5)(B); (3) it will perform its intended function without unreasonable adverse effects on the environment, 7 U.S.C. § 136a(c)(5)(C); and (4) when used in accordance with widespread and commonly recognized practice it will not generally cause unreasonable adverse effects on the environment, 7 U.S.C. §

1 136a(c)(5)(D).

2 58. FIFRA defines “unreasonable adverse effects on the environment” as “any
3 unreasonable risk to man or the environment, taking into account the economic, social, and
4 environmental costs and benefits of the use of any pesticide.” 7 U.S.C. § 136(bb).

5 59. Under FIFRA, “[a]s long as no cancellation proceedings are in effect registration of a
6 pesticide shall be prima facie evidence that the pesticide, its labeling and packaging comply with the
7 registration provisions of [FIFRA].” 7 U.S.C. § 136a(f)(2). However, FIFRA further provides that
8 “[i]n no event shall registration of an article be construed as a defense for the commission of any
9 offense under [FIFRA].” 7 U.S.C. § 136a(f)(2).

10 60. The distribution or sale of a pesticide that is misbranded is an offense under FIFRA,
11 which provides in relevant part that “it shall be unlawful for any person in any State to distribute or
12 sell to any person ... any pesticide which is ... misbranded.” 7 U.S.C. § 136j(a)(1)(E). A pesticide is
13 misbranded under FIFRA if, among other things: (1) its labeling bears any statement, design, or
14 graphic representation relative thereto or to its ingredients which is false or misleading in any
15 particular, 7 U.S.C. § 136(q)(1)(A); (2) the labeling accompanying it does not contain directions for
16 use which are necessary for effecting the purpose for which the product is intended and if complied
17 with, together with any requirements imposed under section 136a(d) of this title, are adequate to
18 protect health and the environment, 7 U.S.C. § 136(q)(1)(F); or (3) the label does not contain a
19 warning or caution statement which may be necessary and if complied with, together with any
20 requirements imposed under section 136a(d) of this title, is adequate to protect health and the
21 environment,” 7 U.S.C. § 136(q)(1)(G).

22 61. As a result, a pesticide may be misbranded despite an EPA determination that it met
23 FIFRA’s registration criteria. In other words, notwithstanding its registration, a pesticide is
24 misbranded if its label contains “false or misleading” statements, has inadequate instructions for
25 use, or omits warnings or cautionary statements necessary to protect human health. Similarly, a
26 pesticide may be found to cause unreasonable adverse effects on humans when used according to
27 the approved label despite a determination by the EPA that it would not.

28 62. Plaintiff does not seek in this action to impose on Defendants any labeling or

1 packaging requirement in addition to or different from those required under FIFRA. Any allegation
 2 in this Complaint that a Defendant breached a duty to provide adequate directions for the use of or
 3 warnings about Paraquat, breached a duty to provide adequate packaging for Paraquat, concealed,
 4 suppressed, or omitted to disclose any material fact about Paraquat, or engaged in any unfair or
 5 deceptive practice regarding Paraquat, is intended and should be construed to be consistent with that
 6 alleged breach, concealment, suppression, or omission, or unfair or deceptive practice having
 7 rendered the Paraquat “misbranded” under FIFRA. However, Plaintiff brings claims and seeks relief
 8 in this action only under state law, and does not bring any claims or seek any relief in this action
 9 under FIFRA.

10 **Acts of Syngenta Defendants**

11 63. SAG is a foreign corporation organized and existing under the laws of Switzerland,
 12 with its principal place of business in Basel, Switzerland. It is a successor by merger or continuation
 13 of business to its corporate predecessors, including but not limited to ICI.

14 64. SCPLLC is a limited liability company organized under the laws of the State of
 15 Delaware. It is a successor by merger or continuation of business to its corporate predecessors,
 16 including but not limited to ICI Americas. SCPLLC is registered with the State of California,
 17 Secretary of State to do business in the State of California.

18 65. SCPLLC or its corporate predecessors have sufficient minimum contacts with the
 19 State of California and have purposefully availed themselves of the privileges of conducting
 20 business in the State of California, in that they:

21 a. secured and maintained the registration of Paraquat products and other
 22 pesticides with the CDPR to enable themselves and others to manufacture, distribute, sell,
 23 and use these products in the State of California;

24 b. marketed, licensed, advertised, distributed, sold, and delivered Paraquat and
 25 other pesticides to chemical companies, licensees, distributors, and dealers whom they
 26 expected to distribute and sell Paraquat and other pesticides in or for use in the State of
 27 California, including the Chevron Defendants and “Syngenta Retailers,” as well as to
 28 applicators and farmers in the State of California;

c. employed or utilized sales representatives to market and sell Paraquat and other pesticides in California;

d. maintained several locations throughout the State of California, including in the towns of Sanger, Granite Bay and Roseville;

e. attended meetings of the CDPR's Pesticide Registration and Evaluation Committee relating to the registration of their pesticides, including Paraquat;

f. sponsored continuing education seminars for the CDPR at various locations in the State of California, including the towns of Oxnard, Seal Beach, Rancho Santa Fe, Somis, Orcutt, Woodland and Pala;

g. utilized California state courts to promote their pesticide business, including filing an action against the CDPR and another pesticide manufacturer for allegedly using Syngenta data to obtain approval of pesticides for others without its consent, *see Syngenta Crop Prot., Inc. v. Helliker* (2006) 138 Cal.App.4th 1135; and filing an action against the California EPA's Office of Environmental Health Hazard Assessment challenging the agency's decision to list its pesticide atrazine as a chemical known to cause reproductive toxicity under Proposition 65, *see Syngenta Crop Protection v. OEHHA* (Sacramento Superior Court Case No. 34-2014-800001868); and

h. performed and funded the testing of pesticides in the State of California.

66. SCPLLC's contacts with the State of California are related to or gave rise to this controversy.

67. SAG exercises an unusually high degree of control over SCPLLC, such that SCPLLC is the agent or mere instrumentality of SAG. SCPLLC's contacts with California are thus imputed to SAG for purposes of jurisdiction. See *City of Greenville, Ill. v. Syngenta Crop Prot., Inc.*, 830 F. Supp. 2d 550 (S.D. Ill. 2011).

Acts of Chevron Defendants

68. Chevron U.S.A., Inc. is a corporation organized under the laws of the State of Pennsylvania, with its headquarters and principal place of business in San Ramon, California.

69. Does One through Sixty are corporate entities which are agents, joint venturers, alter-

egos, successors-in-interest, and predecessors-in-interest to Chevron U.S.A., Inc. Does One through Sixty were each acting within the course and scope of their agency, joint venture, alter-ego relationship, and corporate interrelationship. The exact nature, relation, and corporate structure of Does One through Sixty have not yet been finally determined. Plaintiff reserves the right to amend this complaint with corporate allegations when they are finally determined.

70. Jurisdiction is proper over Chevron U.S.A., Inc. because it is a California resident, maintaining its principal place of business and headquarters in California.

**DEFENDANTS' TORTIOUS CONDUCT RESULTED IN
LINDA VACCHINO DEVELOPING PARKINSON'S DISEASE**

71. Plaintiff LINDA VACCHINO hereby refers to, incorporates, and re-alleges by this reference as though set forth in full, each and every allegation hereinabove and makes them a part of the following allegations.

72. Plaintiff LINDA VACCHINO is a resident of Hillsborough County, Florida.

73. Plaintiff LINDA VACCHINO was exposed to Paraquat manufactured and sold by Defendants.

74. Plaintiff LINDA VACCHINO worked at a farm in Florida from approximately 1992 to approximately 1997, where she personally sprayed Paraquat.

75. During this time, Plaintiff LINDA VACCHINO was in close contact to the Paraquat that was designed, manufactured, and distributed by Defendants, and each of them. During this time, Plaintiff LINDA VACCHINO would also mix, load, spray, and/or clean Paraquat.

76. The Paraquat to which Plaintiff LINDA VACCHINO was exposed entered her body (1) through absorption or penetration of the skin, mucous membranes, and other epithelial tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage are present); and/or (2) through the olfactory bulb; and/or (3) through respiration into the lungs; and/or (4) through ingestion into the digestive tract of small droplets swallowed after entering the mouth, nose, or conducting airways. Once absorbed, the Paraquat entered her bloodstream, attacked her nervous system, and was a substantial factor in causing her to suffer Parkinson's disease.

1 77. Plaintiff LINDA VACCHINO was diagnosed with Parkinson's disease in or about
2 2021.

3 78. Plaintiff LINDA VACCHINO had no reason to suspect the diagnosis was connected
4 to her past Paraquat exposure.

5 79. Plaintiff LINDA VACCHINO was never told, either by a medical professional, by
6 media, or by the Defendants, that chronic, low-dose exposure to Paraquat could cause her to suffer
7 Parkinson's disease.

8 80. Plaintiff LINDA VACCHINO first became aware of Paraquat's role in causing her
9 Parkinson's disease and the wrongful acts of the Defendants that caused or contributed to her
10 developing Parkinson's disease within a year of the filing date of this Complaint.

11 81. Plaintiff LINDA VACCHINO did not discover this earlier because she had no reason
12 to suspect that her working with Paraquat could cause her to suffer Parkinson's disease.

13 82. Defendants' acts and omissions were a legal, proximate, and substantial factor in
14 causing Plaintiff LINDA VACCHINO to suffer severe and permanent physical injuries, pain, mental
15 anguish, and disability, and will continue to do so for the remainder of her life.

16 83. By reason of the premises, it became necessary for Plaintiff LINDA VACCHINO to
17 incur expenses from medical care and treatment, and related costs and expenses required in the care
18 and treatment of said injuries. Plaintiff LINDA VACCHINO's damages in this respect are presently
19 unascertained as said services are still continuing.

20 84. By reason of the premises, it will be necessary for Plaintiff LINDA VACCHINO to
21 incur future expenses for medical care and treatment, and related costs and expenses required for
22 future care and treatment. Plaintiff's damages in this respect are presently unascertained as said
23 services are still continuing. Plaintiff prays leave to insert elements of damages in this respect when
24 the same are finally determined.

25 85. By reason of the premises, Plaintiff LINDA VACCHINO has been at times unable
26 to follow Plaintiff's regular employment, incurring special damages in a presently unascertained
27 sum as said loss is still continuing. Plaintiff prays leave to insert elements of damages regarding
28 past wage loss, future wage loss, and lost earning capacity when the same are finally determined.

1 while it was being used, or who entered fields or orchards where it had been sprayed (or
2 areas near where it had been sprayed); and

3 b. when inhaled, ingested, or absorbed into the body, it was likely to cause
4 neurological damage that was both permanent and cumulative, and repeated low-dose
5 exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

6 94. Alternatively, Chevron U.S.A., Inc., the Syngenta Defendants, Does One through
7 Sixty, and their corporate predecessors' Paraquat products were defectively designed in that the risk
8 of danger inherent in the challenged design outweighed the benefits of such design, considering,
9 among other relevant factors, the gravity of the danger posed by the challenged design, the
10 likelihood that such danger would occur, the mechanical feasibility of a safer alternative design, the
11 financial cost of an improved design, and the adverse consequences to the product and to the
12 consumer that would result from an alternative design.

13 95. The design defect existed when the Paraquat left Chevron U.S.A., Inc., the Syngenta
14 Defendants, Does One through Sixty, and their corporate predecessors' possession and control.

15 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's
16 favor for compensatory and punitive damages, together with interest, costs herein incurred,
17 attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiff demands a
18 jury trial on all issues contained herein.

19 **COUNT II**

20 **STRICT PRODUCTS LIABILITY FAILURE TO WARN**

21 96. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs
22 as if fully stated herein.

23 97. Defendants are also liable to Plaintiff under a products liability theory based on their
24 failure to adequately warn of the risks of Paraquat.

25 98. When Chevron U.S.A., Inc., the Syngenta Defendants, Does One through Sixty, and
26 their corporate predecessors manufactured and sold the Paraquat to which Plaintiff was exposed, it
27 was known or knowable to Chevron U.S.A., Inc., the Syngenta Defendants, Does One through Sixty,
28 and their corporate predecessors in light of scientific knowledge that was generally accepted in the

1 as if fully stated herein.

2 104. At all relevant times, Chevron U.S.A., Inc., the Syngenta Defendants, Does One
3 through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold
4 Paraquat for use in the State of California.

5 105. Plaintiff LINDA VACCHINO was exposed to Paraquat in the State of Florida that
6 Chevron U.S.A., Inc., the Syngenta Defendants, Does One through Sixty, and their corporate
7 predecessors manufactured and sold.

8 106. The Paraquat to which Plaintiff was exposed was used in the intended or a reasonably
9 foreseeable manner.

10 107. At all times relevant to this claim, in researching, designing, manufacturing,
11 packaging, labeling, distributing, and selling Paraquat, Chevron U.S.A., Inc., the Syngenta
12 Defendants, Does One through Sixty, and their corporate predecessors owed a duty to exercise
13 ordinary care for the health and safety of the persons whom it was reasonably foreseeable could be
14 exposed to Paraquat, including Plaintiff LINDA VACCHINO.

15 108. When Chevron U.S.A., Inc., the Syngenta Defendants, Does One through Sixty, and
16 their corporate predecessors designed, manufactured, packaged, labeled, distributed, and sold the
17 Paraquat to which Plaintiff was exposed, it was reasonably foreseeable that Paraquat:

18 a. was likely to be inhaled, ingested, and absorbed into the bodies of persons
19 who used it, who were nearby while it was being used, or who entered fields or orchards
20 where it had been sprayed or areas near where it had been sprayed; and

21 b. when inhaled, ingested, or absorbed into the bodies of persons who used it,
22 who were nearby while it was being used, or who entered fields or orchards where it has
23 been sprayed or areas near where it has been sprayed, it was likely to cause neurological
24 damage that was both permanent and cumulative, and repeated exposures were likely to
25 cause neurodegenerative disease, including Parkinson's disease.

26 109. In breach of the aforementioned duty to Plaintiff, Chevron U.S.A., Inc., the Syngenta
27 Defendants, Does One through Sixty, and their corporate predecessors negligently:

28 a. failed to design, manufacture, formulate, and package Paraquat to make it

1 unlikely to be inhaled, ingested, and absorbed into the bodies of persons who used it, who
2 were nearby while it was being used, or who entered fields or orchards where it had been
3 sprayed or areas near where it had been sprayed;

4 b. designed, manufactured, and formulated Paraquat such that it was likely to
5 cause neurological damage that was both permanent and cumulative, and repeated exposures
6 were likely to cause clinically significant neurodegenerative disease, including Parkinson's
7 disease;

8 c. failed to conduct adequate research and testing to determine the extent to
9 which exposure to Paraquat was likely to occur through inhalation, ingestion, and absorption
10 into the bodies of persons who used it, who were nearby while it was being used, or who
11 entered fields or orchards where it had been sprayed or areas near where it had been sprayed;

12 d. failed to conduct adequate research and testing to determine the extent to
13 which Paraquat spray drift was likely to occur, including its propensity to drift, the distance
14 it was likely to drift, and the extent to which Paraquat spray droplets were likely to enter the
15 bodies of persons spraying it or other persons nearby during or after spraying;

16 e. failed to conduct adequate research and testing to determine the extent to
17 which Paraquat was likely to cause or contribute to cause latent neurological damage that
18 was both permanent and cumulative, and the extent to which repeated exposures were likely
19 to cause or contribute to cause clinically significant neurodegenerative disease, including
20 Parkinson's disease;

21 f. failed to direct that Paraquat be used in a manner that would have made it
22 unlikely to be inhaled, ingested, and absorbed into the bodies of persons who used it, who
23 were nearby while it was being used, or who entered fields or orchards where it had been
24 sprayed or areas near where it had been sprayed; and

25 g. failed to warn that Paraquat was likely to cause neurological damage that was
26 both permanent and cumulative, and repeated exposures were likely to cause clinically
27 significant neurodegenerative disease, including Parkinson's disease.

28 110. Chevron U.S.A., Inc., the Syngenta Defendants, Does One through Sixty, and their

1 corporate predecessors knew or should have known that users would not realize the dangers of
2 exposure to Paraquat and negligently failed to take reasonable steps to prevent the foreseeable risk
3 of harm from exposure to Paraquat.

4 111. As a direct and proximate result of Chevron U.S.A., Inc., the Syngenta Defendants,
5 Does One through Sixty, and their corporate predecessors' negligence, Plaintiff suffered the injuries
6 described in this Complaint.

7 112. Additionally, in the course of designing, manufacturing, packaging, labeling,
8 distributing, and selling Paraquat, Chevron U.S.A., Inc., the Syngenta Defendants, Does One
9 through Sixty, and their corporate predecessors violated laws, statutes, and regulations, including
10 but not limited to: sections of Food & Agriculture Code, Division 7, Chapter 2 (Pesticides) and
11 sections of Title 3, California Code of Regulations, Division 6 (Pesticides).

12 113. Plaintiff was a member of the class of persons that said laws, statutes, and regulations
13 were intended to protect.

14 114. Chevron U.S.A., Inc., the Syngenta Defendants, Does One through Sixty, and their
15 corporate predecessors' violations of said laws, statutes, and regulations were also substantial
16 factors in causing Plaintiff's injuries.

17 115. The injuries that resulted from Chevron U.S.A., Inc., the Syngenta Defendants, Does
18 One through Sixty, and their corporate predecessors' violations were the kind of occurrence the
19 laws, statutes, and regulations were designed to prevent.

20 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's
21 favor for compensatory and punitive damages, together with interest, costs herein incurred,
22 attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiff demands a
23 jury trial on all issues contained herein.

24 **COUNT IV**

25 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

26 116. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs
27 as if fully stated herein.

28 117. At all relevant times, Chevron U.S.A., Inc., the Syngenta Defendants, Does One

1 through Sixty, and their corporate predecessors engaged in the business of designing,
2 manufacturing, distributing, and selling Paraquat and other restricted-use pesticides and held
3 themselves out as having special knowledge or skill regarding Paraquat and other restricted-use
4 pesticides.

5 118. At all relevant times, Chevron U.S.A., Inc., the Syngenta Defendants, Does One
6 through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold
7 Paraquat for use in the State of California.

8 119. Plaintiff was exposed to Paraquat in the State of Florida that Chevron U.S.A., Inc.,
9 the Syngenta Defendants, Does One through Sixty, and their corporate predecessors designed,
10 manufactured, distributed, and sold.

11 120. The Paraquat to which Plaintiff LINDA VACCHINO was exposed was not fit for
12 the ordinary purposes for which it was used, and in particular:

13 a. it was designed, manufactured, formulated, and packaged such that it was
14 likely to be inhaled, ingested, and absorbed into the bodies of persons who used it, who were
15 nearby while it was being used, or who entered fields or orchards where it had been sprayed
16 or areas near where it had been sprayed; and

17 b. when inhaled, ingested, or absorbed into the bodies of persons who used it,
18 who were nearby while it was being used, or who entered fields or orchards where it had
19 been sprayed or areas near where it had been sprayed, it was likely to cause neurological
20 damage that was both permanent and cumulative, and repeated exposures were likely to
21 cause neurodegenerative disease, including Parkinson's disease.

22 121. As a direct and proximate result of Chevron U.S.A., Inc., the Syngenta Defendants,
23 Does One through Sixty, and their corporate predecessors' breach of implied warranty, Plaintiff
24 suffered the injuries herein described.

25 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's
26 favor for compensatory and punitive damages, together with interest, costs herein incurred,
27 attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiff demands a
28 jury trial on all issues contained herein.

COUNT V

PUNITIVE DAMAGES

122. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

123. Defendants' conduct as alleged herein was done with oppression, fraud, and malice. Defendants were fully aware of the safety risks of Paraquat. Nonetheless, Defendants deliberately crafted their label, marketing, and promotion of Paraquat to mislead farmers and consumers.

124. This was not done by accident or through some justifiable negligence. Rather, Defendants knew that it could turn a profit by convincing the agricultural industry that Paraquat did not cause Parkinson's Disease, and that full disclosure of the true risks of Paraquat would limit the amount of money Defendants would make selling Paraquat in California. Defendants' objective was accomplished not only through its misleading labeling, but through a comprehensive scheme of selective fraudulent research and testing, misleading advertising, and deceptive omissions as more fully alleged throughout this Complaint. Plaintiff was denied the right to make an informed decision about whether to purchase, use, or be exposed to an herbicide, knowing the full risks attendant to that use. Such conduct was done with conscious disregard of Plaintiff's rights.

125. There is no indication that Defendants will stop their deceptive and unlawful marketing practices unless they are punished and deterred. Accordingly, Plaintiff requests punitive damages against the Defendants for the harms caused to Plaintiff.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiff demands a jury trial on all issues contained herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests this Court to enter judgment in Plaintiff's favor and against the Defendants for:

- a. actual or compensatory damages in such amount to be determined at trial and as provided by applicable law;

- 1 b. exemplary and punitive damages sufficient to punish and deter the
2 Defendants and others from future fraudulent practices;
3 c. pre-judgment and post-judgment interest;
4 d. costs including reasonable attorneys' fees, court costs, and other litigation
5 expenses; and
6 e. any other relief the Court may deem just and proper.

7
8
9 Dated: May 24, 2021

Respectfully submitted,

10
11 /s/ Devin Bolton

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22 *Attorneys for Plaintiff*
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JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all of the triable issues within this pleading.

Dated: May 24, 2021

Respectfully submitted,

/s/ Devin Bolton

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